

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michael Linfield

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6 Attorneys for Plaintiffs  
7 MAXIMUM MANAGEMENT CORPORATION and  
EL CAMINO INVESTMENT CO., INC.  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

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12 MAXIMUM MANAGEMENT CORPORATION,  
a California Corporation, and EL CAMINO  
13 INVESTMENT CO., INC., a California  
Corporation,  
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15 Plaintiffs,

16 vs.

17 B.D.O.G. INC., a California corporation, WJK  
DEVELOPMENT CO., a California corporation,  
18 Sahara Contractors, a California corporation, and  
DOES 1 through 30, inclusive,  
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20 Defendants.  
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**CASE NO.: 22STCV11899**

**COMPLAINT FOR:**

1. Negligence
2. Trespass

**DEMAND FOR JURY TRIAL**

1 Plaintiff Maximum Management Corporation alleges as follows:

2 **PARTIES**

3 1. Plaintiff Maximum Management Corporation. (“MMC”) is a California  
4 Corporation.

5 2. Plaintiff El Camino Investment Co., Inc. (“El Camino”), is a California  
6 Corporation.

7 3. MMC and El Camino are hereinafter referred to as “Plaintiffs.”

8 4. Defendant B.D.O.G. Inc. (“BDOG”) is, and at all times relevant herein was, a  
9 California Corporation.

10 5. Defendant WJK Development Co. (“WJK”) is, and at all times relevant herein was,  
11 a California Corporation.

12 6. Defendant Sahara Contractors (“Sahara”) is, and at all times relevant herein was, a  
13 California Corporation.

14 7. BDOG, WJK, and Sahara are hereinafter referred to as “Defendants.”

15 8. Plaintiffs do not know the true names of Defendants DOES 1 through 30, inclusive,  
16 and therefore sues them by fictitious names pursuant to section 474 of the Code of Civil  
17 Procedure. Plaintiffs are informed and believe, and based on that information and belief allege,  
18 that each of the Defendants designated as a DOE is negligently or otherwise legally responsible  
19 for the events and happenings referred to in this complaint, and negligently or otherwise  
20 unlawfully caused the injuries and damages to Plaintiffs alleged in this complaint. Plaintiffs will  
21 amend this complaint to allege the true names and capacities of the DOE defendants when  
22 ascertained.

23 9. Plaintiffs are informed and believe and thereon allege that, at all times herein  
24 mentioned, each of the Defendants sued herein was the agent and employee of each of the  
25 remaining defendants and was at all times acting within the purpose and scope of such agency and  
26 employment, or is in some other manner responsible for the acts complained of herein.

27 10. Plaintiffs are informed and believe BDOG is the owner of the property located at  
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1 1920 Whitley Avenue, Los Angeles, CA 90068 (“1920 Whitley”).

2 11. Plaintiffs are informed and believe BDOG hired WJK to perform construction on  
3 1920 Whitley.

4 12. Plaintiffs are informed and believe Sahara was subcontracted to perform demolition  
5 services on 1920 Whitley.

6 13. El Camino is the owner of the property located at 1926 Whitley Avenue, Los  
7 Angeles, CA 90068 (“1926 Whitley”).

8 14. MMC is the management company for the 1926 Whitley property.

9 **ALLEGATIONS COMMON TO ALL CLAIMS**

10 15. The 1920 Whitley property is the adjacent property south of the 1926 Whitley  
11 property.

12 16. Unit #3 on the 1926 Whitley property faces south, directly towards the 1920  
13 Whitley property.

14 17. On or about February 18, 2022, Defendants were operating a backhoe for  
15 demolition services on the 1920 Whitley property.

16 18. While Defendants were operating the backhoe, the backhoe smashed a hole into the  
17 kitchen wall of Unit #3 on the 1926 Whitley property.

18 19. As a direct and proximate result of Defendants’ negligent actions, the hot water  
19 vent, which was lined with asbestos, to the building was damaged and released asbestos. This  
20 caused Unit #3 to become uninhabitable. The tenant was forced to be relocated to a hotel and later to  
21 another unit as Unit #3 remains uninhabitable due to Defendants’ negligent operation of the  
22 backhoe.

23 20. Due to Defendants’ negligent actions, Plaintiffs have suffered damages, including  
24 but not limited to, lost rent as a result of the uninhabitable condition caused by Defendants.

25 21. Plaintiffs are informed and believe Defendants, and each of them, are responsible  
26 for the negligent operation of the backhoe. Plaintiffs have reached out to Defendants on numerous  
27 occasions to inquire information of the responsible parties and have not received any response  
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1 from any of the Defendants.

2 **FIRST CAUSE OF ACTION**

3 **(For Negligence against All Defendants)**

4 22. Plaintiffs incorporate all proceeding paragraphs into this cause of action as if  
5 alleged herein.

6 23. Defendants had a duty of care to Plaintiffs to exercise reasonable care when  
7 maintaining, controlling, managing, driving, and operating the backhoe on the 1920 Whitley  
8 property.

9 24. At the aforementioned time and place, Defendants, and their employees or agents  
10 acting with authority and on behalf of Defendants, negligently maintained, controlled, managed,  
11 drove, and operated the backhoe which caused the backhoe to smash a hole into the wall of the  
12 1926 Whitley property, resulting in damage to the hot water vent, which was lined with asbestos,  
13 to the building was damaged and released asbestos. The release of asbestos caused Unit #3 to  
14 become inhabitable. The tenant was forced to be relocated to a hotel and later to another unit as  
15 Unit #3 remains uninhabitable due to Defendants' negligent operation of the backhoe

16 25. As a direct and proximate result of the negligence of Defendants, and each of them,  
17 Plaintiffs have suffered damages in an amount to be determined at trial, but not less than the  
18 minimum jurisdictional amount of this court.

19 **SECOND CAUSE OF ACTION**

20 **(For Trespass against all Defendants)**

21 26. Plaintiffs incorporate all proceeding paragraphs into this cause of action as if  
22 alleged herein.

23 27. El Camino is the owner of the 1926 Whitley property.

24 28. MMC is the management company for the 1926 Whitley property.

25 29. On or about February 18, 2022, Defendants negligently and recklessly entered onto  
26 the 1926 Whitley property while maintaining, controlling, managing, driving, and operating the  
27 backhoe.

1           30.     Plaintiffs did not permit Defendants to enter the 1926 Whitley property.

2           31.     As a direct and proximate result of the Defendants' entry onto MMC's 1926  
3 Whitley property, MMC has suffered damages in an amount to be determined at trial, but not less  
4 than the minimum jurisdictional amount of this court.

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6           WHEREFORE, MMC prays for judgment against BDOG, WJK, Sahara and defendants,  
7 and each of them, as follows:

8 ON THE FIRST CAUSE OF ACTION:

9           1. For damages in an amount to be ascertained at trial;

10          2. For costs of suit incurred herein;

11          3. For pre-judgment interest as permitted by law;

12          4. For post-judgment interest as permitted by law;

13          5. For punitive damages; and

14          6. For such other and further relief as the Court may deem just and proper.

15 ON THE SECOND CAUSE OF ACTION:

16          1. For damages in an amount to be ascertained at trial;

17          2. For costs of suit incurred herein;

18          3. For pre-judgment interest as permitted by law;

19          4. For post-judgment interest as permitted by law;

20          5. For punitive damages; and

21          6. For such other and further relief as the Court may deem just and proper.

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Dated: April 7, 2022

TURNER HENNINGSSEN WOLF & VANDENBURG, LLP

By /s/ Matthew C. Wolf  
MATTHEW C. WOLF

Attorneys for Plaintiff  
MAXIMUM MANAGEMENT CORPORATION and  
EL CAMINO INVESTMENT CO., INC.

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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am over the age of eighteen years and not a party to the within action. My business address is 707 Wilshire Blvd., Suite 3700, Los Angeles, CA 90017. I am employed at that address with the firm of Turner Henningsen Wolf & VanDenburg, LLP.

On **April 7, 2022**, I served the document(s) described as follows:

**PLAINTIFFS MAXIMUM MANAGEMENT CORPORATION, AND EL CAMINO INVESTMENT CO. INC.'S COMPLAINT AND JURY TRIAL DEMAND**

**NOTICE OF DEPOSIT OF INITIAL JURY FEES**

I served the foregoing document(s) on all the interested parties in this action, by placing: [ ] the original [X] true copies thereof enclosed in sealed envelopes, addressed as follows:

Jacob Haghazadeh, Esq.  
RJZ LAW GROUP  
25152 Springfield Court, Suite 390  
Valencia, CA 91355  
Tel: (661) 502-6244  
[Jacob@RJZLawgroup.com](mailto:Jacob@RJZLawgroup.com)  
Attorneys for Defendant

[X] **BY EMAIL:** I served the above document(s) to the email address listed above. A true and correct copy of transmittal will be produced if requested by any party or the court.

[X] **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Angeles, California on **April 7, 2022**.



\_\_\_\_\_  
Scott Wood